

BEFORE THE
ADMINISTRATIVE HEARING COMMISSION
STATE OF MISSOURI

STATE COMMITTEE FOR
SOCIAL WORKERS

Petitioner,

v.

KAREN CAMPA

Respondent.

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No. 06-0177SW

SETTLEMENT AGREEMENT

Come now Karen Campa ("Respondent") and the State Committee for Social Workers ("Committee") and enter into this settlement agreement for the purpose of resolving the question of whether Respondent's license as a clinical social worker will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo, the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the state of Missouri and, additionally, the right to a disciplinary hearing before the Committee under § 621.110, RSMo, and stipulate and agree that a final disposition of this matter may be effectuated as described below.

Respondent acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges against her proven

upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against her; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against her and, subsequently, the right to a disciplinary hearing before the Committee at which time she may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against her license. Being aware of these rights provided her by operation of law, Respondent knowingly and voluntarily waives each and every one of these rights and freely enters into this settlement agreement and agrees to abide by the terms of this document, as they pertain to her.

Respondent acknowledges that she has received a copy of the complaint filed with the Committee, the investigative report, and other documents relied upon by the Committee in determining there was cause for discipline against Respondent's license. For the purpose of settling this dispute only, Respondent stipulates to the findings of fact and conclusions of law contained in this settlement agreement. The stipulations contained in this settlement agreement shall not constitute admissions of guilt, liability or wrongdoing to be used in any other proceeding or for any purpose other than the resolution of the dispute between the parties to this action.

Joint Stipulated Findings of Fact

1. The Missouri State Committee for Social Workers is an agency

of the state of Missouri created and established pursuant to § 337.622, RSMo, for the purpose of executing and enforcing the provisions of §§ 337.600 - 337.689, RSMo.

2. Respondent, Karen Campa is licensed by the Committee as a clinical social worker, license number 004606. Her license is current and active, and was so at all times relevant herein.

3. At all times relevant herein, Respondent was the owner of Clinical Counseling and Case Management Services.

4. In 2004, Respondent entered into a contract with The Community Resource Council to provide anger management presentations to each of the freshman English classes at Poplar Bluff R-1 High School.

5. In 2004, P.M. was a freshman at Poplar Bluff R-1 High School.

6. On or about February 13, 2004, Respondent made the second of a three-part presentation to the ninth-grade English class in which P.M. was a student.

7. As part of this presentation, Respondent instructed the students to write an essay on something that had made them angry, how they had handled that particular situation, and to give an example of how they could have handled the situation better.

8. Respondent informed the class that she would read the papers aloud in class, but that students could bring their papers up to her if they did not want their assignments read out loud.

9. P.M.'s essay was about Respondent and her son, and stated as follows:

I am angry at karen campa because she is a freak she thinks she is the best person in the world she always goes off on how I am a bad person because I hate her and her son and she always assumes shes in charge she says violence is wrong.

I will handle it by having my momma smack her.

P.S. karen don't you dare come to the blue and gold you pale faced freak ok and Rick Nobles will give the friends of scouting speech. Go ahead tell my mom you know how much you would like to get me in trouble.

I am 2,000,000 times smarter than you

just wait till son is a freshmen

(Quoted as written.)

10. P.M. turned in his assignment to Respondent just prior to the end of the class period as Respondent was leaving the classroom.

11. Respondent returned to the classroom and read P.M.'s paper to the class without P.M.'s consent.

12. Respondent discussed the contents of P.M.'s paper with Gloria Wilson, Principal of the Sacred Heart Catholic School in Poplar Bluff, Missouri, without P.M.'s consent.

13. Respondent, without P.M.'s consent, provided duplicates of P.M.'s paper to Scott Young, Principal at Poplar Bluff R-1 High School, Sheldon Tyler, Assistant Principal at Poplar Bluff R-1 High School, and Larry McClintock, Butler County Juvenile Officer.

Joint Stipulated Conclusions of Law

1. Section 337.630.2, RSMo, states in part:

2. The Committee may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any license required by sections 337.600 to 337.639 or any person who has failed to renew or has surrendered the person's license for any one or any combination of the following causes:

....

(5) Incompetency, misconduct, fraud, misrepresentation or dishonesty in the performance of the functions or duties of a clinical social worker;

....

2. Respondent's conduct as set forth in paragraphs 11 through 13 of the Joint Stipulated Findings of Fact constitutes incompetency in the performance of the functions of a clinical social worker.

3. Cause exists for the Committee to take disciplinary action against Respondent's license pursuant to § 337.630.2(5), RSMo.

Joint Agreed Disciplinary Order

1. Based upon the foregoing, the parties mutually agree and stipulate to the following terms and conditions in settlement of this matter:

A. REQUIREMENTS REGARDING CONTINUING EDUCATION

Within 90 days of the execution of this settlement agreement, Respondent shall complete a three-hour ethics course that is pre-approved by the Committee. This requirement is in addition to any and all other continuing education required by regulation for renewal of Respondent's license as a clinical social worker.

Respondent shall submit to the Committee for approval a proposed continuing education program for satisfaction of this requirement at least 14 days prior to the date of the proposed program. Within 14 days after completion of the approved continuing education program, Respondent shall submit to the Committee documentation of proof of completion of the approved program in the form of a certificate of completion or other written documentation that Respondent has been awarded three hours of continuing education credit in the area of ethics. Failure to complete this required continuing education course and/or submit the required documentation in a timely manner shall be a violation of the terms of this settlement agreement. Respondent may request from the Committee, for good cause, an extension of time in which to comply with these requirements.

B. GENERAL REQUIREMENTS

- (1) During the period of time between the execution of this settlement agreement and Respondent's completion of the continuing education requirements set forth in section A above, Respondent shall comply with all provisions of Chapter 337, RSMo, as it relates to social workers; all regulations of the Committee, and all state and federal criminal laws. "State" here includes all states and territories of the United States.

- (2) During the period of time between the execution of this settlement agreement and Respondent's completion of the continuing education requirements set forth in section A above, Respondent shall keep the Committee informed of her current work and home telephone numbers and addresses. Respondent shall notify the Committee in writing within ten days of any change in this information.
- (3) During the period of time between the execution of this settlement agreement and Respondent's completion of the continuing education requirements set forth in section A above, Respondent shall timely renew her license and timely pay all fees required for licensing and comply with all other Committee requirements necessary to maintain her license in a current and active state.
- (4) For purposes of this settlement agreement, all reports, documentation, evaluations, notices, or other materials that must be submitted to the Committee shall be forwarded to the State Committee for Social Workers, 3605 Missouri Boulevard, P.O. Box 1335, Jefferson City, Missouri, 65102, unless otherwise specified in this settlement agreement.

C. DISCIPLINE

Effective immediately upon the Committee's receipt of proof of Respondent's completion of the continuing education requirements set forth in section A above in accordance with the terms and conditions of this settlement agreement, pursuant to § 337.630.4, RSMo, Respondent's license as a clinical social worker, number 004606 is hereby publicly CENSURED.

2. The parties to this settlement agreement understand that the Committee will maintain this settlement agreement and censure as an open and public record of the Committee as provided in Chapters 337, 610, and 620, RSMo.

3. In the event Respondent fails to comply fully the requirements, terms and conditions of this settlement agreement, the Committee may maintain and pursue this action before the Administrative Hearing Commission. All statutes of limitation and other time limitations pertaining to the Committee's filing of any complaint based on Respondent's conduct related to the subject matter of this action are tolled until Respondent has complied fully with the requirements, terms and conditions of this settlement agreement and this action before the Administrative Hearing Commission is dismissed. Respondent waives all defenses based on such limitations.

4. If the Committee determines that Respondent has violated a term or condition of this settlement agreement, which violation would also be actionable in a proceeding before the Administrative Hearing Commission or the circuit court, the Committee may elect to

pursue any lawful remedies or procedures afforded it and is not bound by this settlement agreement in its determination of appropriate legal actions concerning that violation.

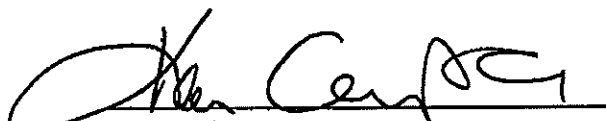
5. The terms of this settlement agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this settlement agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by a written instrument signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

6. Respondent hereby waives and releases the Committee, its members, and any of its employees, agents, or attorneys, including any former Committee members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 USC § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this settlement agreement, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems it or any portion thereof void or unenforceable.

In consideration of the foregoing, upon receipt of proof Respondent's completion of the continuing education requirements set forth in section A above in accordance with the terms and conditions of this settlement agreement, the Committee shall file with the

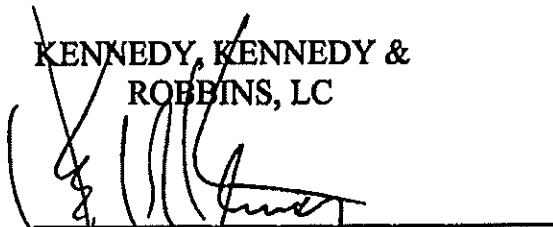
Administrative Hearing Commission a motion to dismiss this action with prejudice thereby terminating any further proceedings before the Administrative Hearing Commission based upon the Complaint filed by the Committee in the above-styled action, and any and all conduct of Respondent out of which this action arises.

RESPONDENT


Karen Campa

Date 11-6-07

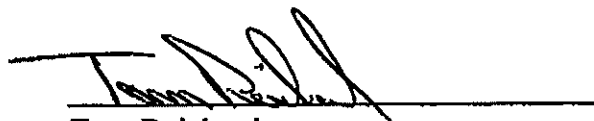
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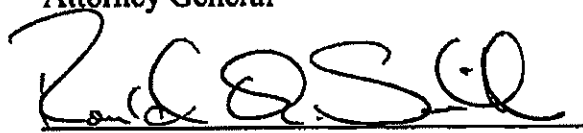
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PETITIONER


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